

INTER-OFFICE CORRESPONDENCE

SFUND RECORDS CTR
88205585

SAN FRANCISCO

TO: Messrs: Hans Stauffer
John Stauffer
ATTENTION OF: F. E. Wieder
Vincent O'Donnell
COPY TO: T. A. Raschke
J. P. Jones
Roger Gunder
L. P. Cummings
T. V. Hunter ✓

DATE: April 4, 1947

FROM: R. A. Lamoree

SUBJECT: Montrose Chemical Corporation
of California
Technical EDT Sales and Billing

SFUND RECORDS CTR
3737-00526

MEMORANDUM

As per agreement with Montrose Chemical Corporation, Stauffer Chemical Company is selling agent for Montrose's entire production of Technical EDT.

Stauffer Chemical Company of New York has executed sales contracts covering a substantial portion of Montrose's production to Sherwin & Williams Co., R. J. Prentiss & Co., John Powell & Co., and there is a possibility of supplying a certain tonnage to Behm & Sons.

The difference between Montrose's production and present contracts is considered as Stauffer's allocation and is either to be sold by Stauffer Chemical Company as Technical EDT or to be purchased by Stauffer Chemical Company from Montrose for delivery to Stauffer Chemical Company at Dominguez for Stauffer's production of 90% EDT concentrates.

For the present all orders for Technical EDT to be placed with Montrose are to clear through the San Francisco office. They in turn will be sent to Roger Gunder, Los Angeles office, who will then issue shipping order to Montrose.

All billing for Technical EDT will be handled by Mr. Hunter's department and billings will naturally be made on invoices Stauffer Chemical Company, Los Angeles.

Naturally Stauffer Chemical Company of Los Angeles will bill themselves for all Technical EDT going to the Dominguez reductionizing plant.

I have discussed this matter of billing procedure with Mr. Cummings and it was our joint belief that there will be no complications in the above line of handling. However, we should be pleased to receive comments or suggestions from parties receiving this memorandum.

Yours very truly,

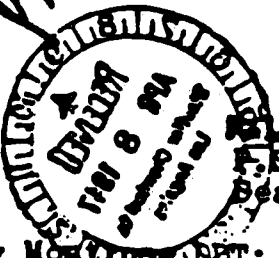
[Signature]

S. Messrs. Gunder and Hunter
Dear Roger & Brick:

For your record I am attaching copies of 3 contracts covering Montrose EDT: (1) Sher-Williams (2) Powell (3) Prentiss. You may already have copies through John Stauffer, however, this will make doubly sure that you have the necessary from sales and order standpoints as well as billing.

MPR02461

*Brick
only had me copy STW
contact me later*



COPY

CONTRACT
STAUFFER CHEMICAL COMPANY
as selling agents for

MONTROSE CHEMICAL CORPORATION OF CALIFORNIA

NO. 6NY-1028

Sold to JOHN POWELL & COMPANY, INC.

At New York, New York

THIS AGREEMENT, made and entered into, by and between

STAUFFER CHEMICAL COMPANY as selling agents for
MONTROSE CHEMICAL CORPORATION OF CALIFORNIA

hereinafter called the "Seller", and

JOHN POWELL & COMPANY, INC.

hereinafter called the "Buyer":

WITNESSETH: The Seller agrees to sell and deliver to the Buyer, and the Buyer agrees to purchase and receive from the Seller, at the prices and upon the terms and conditions hereinafter set forth, during the

Period From June 1, 1947 to May 31, 1948, inclusive.

QUANTITY

MATERIAL

PRICE

600,000 Pounds

DDT Technical Powder @
Or
Lump @

42-1/2¢ per lb/
40-1/2¢ per lb/
f.o.b. seller's
plant Los Angeles,
California

Meeting Government Spec-
ification J.A.N.D. 56-A
Amendment 2 August 23, 1945

THE BUYER SHALL NOTIFY SELLER AT LEAST SIXTY DAYS IN ADVANCE OF SHIPPING DATE WHETHER HE DESIRES LUMP OR POWDER. IN THE ABSENCE OF SUCH NOTIFICATION THE SELLER SHALL HAVE THE OPTION OF SUPPLYING EITHER LUMP OR POWDER.

PRICE DECLINE:

If seller's price established quarterly, as provided herein, shall during the life of this contract exceed the price at which buyer can purchase DDT in like quantities and of like quality from another reputable manufacturer, seller shall have the right to meet such price. If seller elects not to meet such price, buyer shall have the right to purchase elsewhere the quantity specified for that quarter and such quantity for such quarter shall be deducted from the total quantity specified for the contract period.

TERMS: Net 30 days.

PACKAGES: In accordance with seller's standard packing practice at time of shipment.

DELIVERIES: In approximately equal monthly installments.

(Printed page)

CONDITIONS: (par. 3 and 4 deleted)(Also par. 8 deleted)

DATE OF ACCEPTANCE _____ 194

BUYER JOHN POWELL & COMPANY, INC.

By William Pollert

ACCEPTED Dec. 6, 1946

STAUFFER CHEMICAL COMPANY
as selling Agents for
Montrose Chemical Corporation
of California

By T. A. Haschke
Eastern Division Sales Manager



COPY

CONTRACT
STAUFFER CHEMICAL COMPANY
as selling agents for

MONTROSE CHEMICAL CORPORATION OF CALIFORNIA

NO. 6NY-1019

Sold to R. J. PRENTISS & COMPANY, INC. At Los Angeles, California

THIS AGREEMENT, made and entered into, by and between

STAUFFER CHEMICAL COMPANY as selling agents for
MONTROSE CHEMICAL CORPORATION OF CALIFORNIA

hereinafter called the "Seller", and

R. J. PRENTISS & COMPANY, INC. hereinafter called the "Buyer":

WITNESSETH: The Seller agrees to sell and deliver to the Buyer, and the Buyer agrees to purchase and receive from the Seller, at the prices and upon the terms and conditions hereinafter set forth, during the

PERIOD From March 1, 1947 to May 31, 1948, inclusive

<u>QUANTITY</u>	<u>MATERIAL</u>	<u>PRICE</u>
1,350,000 Pounds	DDT Technical Powder ©	42-1/2¢ per pound
	Or	
	Lump ©	40-1/2¢ per pound
	Meeting Government Specification J.A.H.D. 56-A Amendment 2 August 23, 1945	f.o.b. seller's plant Los Angeles, California

*Montrose pays for
from plant to L.A. Harbor*

THE BUYER SHALL NOTIFY SELLER AT LEAST SIXTY DAYS IN ADVANCE OF SHIPPING DATE WHETHER HE DESIRES LUMP OR POWDER. IN THE ABSENCE OF SUCH NOTIFICATION THE SELLER SHALL HAVE THE OPTION OF SUPPLYING EITHER LUMP OR POWDER.

TERMS: Net 30 days.

PACKAGES: In accordance with seller's standard packing practice at time of shipment, provided however that all packages shall be suitable for intercoastal transportation by water.

DELIVERIES: During the months of March, April and May 1947 shipments will be made at the rate of 50,000 pounds per month. The remaining 1,200,000 pounds will be shipped in approximately equal monthly installments starting June 1st, 1947.

PRICE DECLINE:

If sellers price established quarterly, as provided herein, shall during the life of this contract exceed the price at which buyer can purchase DDT in like quantities and of like quality from another reputable manufacturer, seller shall have the right to meet such price. If seller elects not to meet such price, buyer shall have the right to purchase elsewhere the quantity specified for that quarter and such quantity for such quarter shall be deducted from the total quantity specified for the contract period.

(Printed page)

CONDITIONS: (Par. 3,4 and 8 deleted)

DATE OF ACCEPTANCE

194

ACCEPTED

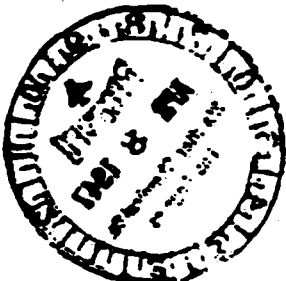
December 6, 1946

**BUYER R. J. PRENTISS & COMPANY,
INC.**

**STAUFFER CHEMICAL COMPANY
as selling agents for
Montrose Chemical Corporation of Calif.**

By R. J. Prentiss, President

**By T. A. Haschke
Sales Manager, Eastern Division**



TO: San Francisco - Air Mail

DATE January 2, 1947

ATTENTION OF: Mr. V. H. O'Donnell

FROM: John Paul Jones

COPY TO: Mr. H. Stauffer, S.F.
Mr. T. A. Haschke
Mr. J. H. Kennedy
Mr. P. W. Wieder
Dr. P. Rothberg

SUBJECT: Montrose of California -
Sales Contracts for C.D.T.

Dear Mr. O'Donnell:

To date, the Stauffer Chemical Company, as selling agents for Montrose Chemical Corporation of California, has executed sales contracts with the following:-

1. The Sherwin-Williams Company
2. John Powell & Company Inc.
3. R. J. Prentiss & Company Inc.

Please be advised that on our executed copies of these contracts, there has been typed the following statement of ratification, which has been signed by Dr. Rothberg under date of January 2nd, 1947.

THE PROVISIONS OF THIS CONTRACT ARE HEREBY APPROVED AND RATIFIED. ALL OF THE OBLIGATIONS HEREIN ON THE PART OF THE SELLER WILL BE PERFORMED BY THE UNDERSIGNED AS PRINCIPAL.

MONTROSE CHEMICAL CORPORATION OF CALIFORNIA

DATE January 2, 1947

BY (Signed) P. Rothberg
P. Rothberg, President

This statement follows the text of your telegram of January 2nd, and we trust will fully satisfy the requirements which you have recognized.

By copy of this memorandum, I am requesting those individuals who have custody of conformed or other copies of the above contracts, to make addition of the above statement on their copies, in order that they may be complete.

Very truly yours,

JPJ/baj

John Paul Jones

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